

RESOURCE SHARING AGREEMENT

Between

Workforce Investment Area

And

ITS PARTNERS

In the

ARKANSAS WORKFORCE CENTER in _____

I. PARTIES

Arkansas Employment Security Department
Arkansas Division of Services for the Blind
Arkansas Rehabilitation Services
Adult Education
Job Corps
AWIN
Senior Community Service Employment Program
American Indian Center
Community College

PERIOD OF AGREEMENT

This agreement becomes effective on the date signed by the parties and continues in effect until June 30, 2004, or until terminated by mutual consent; however, if such mutual consent cannot be attained, then in that event, any party to this agreement may consider it to be canceled by the giving of thirty days notice in writing to the other parties and this agreement shall thereupon be canceled upon the expiration of such thirty day period.

In the event that any party fails to materially fulfill the party's responsibilities in accordance with the provisions of this agreement, _____ may, upon timely written notice of default to the other party, immediately terminate the whole or any part of this agreement.

Furthermore, in the event that Federal or State laws or other requirements should be amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any party, substantially unreasonable or impossible, or if the parties should be unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated herein, then, in that event, the parties shall be discharged from any further obligations created under the terms of this agreement.

This agreement is subject to the availability of State and/or Federal funds, and if such funds become unavailable, then by written notice the contract will be terminated as specified in the written notice.

Any change in the scope of the agreement must be mutually agreed to in writing prior to, or contemporaneously with, the effective date of the change.

II. AUTHORITY AND PURPOSES

The purposes of this agreement are to:

- Coordinate the resources and assets of the partnering agencies to provide an efficient system for delivering the core and intensive services for employers and job seekers as envisioned by the Workforce Investment Act.
- Establish guidelines for creating and maintaining a cooperative working relationship which will allow the _____ and its partners to coordinate services to clients served at the Career Development Center located _____.
- Provide for joint planning and evaluation to devise methods to effectively coordinate service delivery to clients, and to effect more efficient management of limited financial and staff resources.

III. GENERAL PROVISIONS

All parties to this agreement shall:

- Comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1990 (Public Law 93-112), The Americans With Disabilities Act of 1990 (Public Law 101-336), The Workforce Investment Act of 1998 (Public Law 105-220), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These regulations provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by Federal and/or State funding, or otherwise be subjected to discrimination.
- Mutually agree to reasonably assist the other partners in the development of necessary service delivery protocol, including the following:
 - Client orientation, referral, job search and enrollment
 - Development and coordination of clients' service plans
 - Sharing client service delivery information between partners and Career Development Center Staff.

- All partners agree that the provisions contained herein, are made subject to all applicable Federal and State laws, regulations and/or guidelines imposed on either or all parties relating to privacy rights to participants, maintenance of records and other confidential information relating to clients.
- Partners agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

IV. COST ALLOCATION

A partner can only pay for costs that are allocable to that partner's funding sources. Each partner will contribute services and pay for costs associated with those services. If the partners are sharing space, "fair share" will be charged according to a formula based on square footage as the basis for allocation. The cost per square foot becomes a pooled cost that is direct charged to the partners located at the Career Development Center.

Exceptions to the general principle requiring that costs be shared proportionately may include:

Unrestricted Funds may be used to pay for any portion of the costs, since there are no restrictions on the type or amount of costs these funds may pay.

Partially Restricted Funds may be used to provide services to the general population.

Costs Fully Allowable to More Than One Funding Source may be paid in whole or in part by one of the sources without regard to the rules on cost allocation.

Immaterial Costs are costs so minor in amount that they need not be allocated.

Although the _____ Center is designed to be a seamless service delivery system for the customer, available services are provided from various partner locations with separate funding accountability. The partners are responsible for the total cost of these services.

Because of these various funding streams, this Cost Allocation Agreement has been developed to ensure that each partner bears its fair share of the costs of maintaining the center. Data is being collected to support future adjustments of the cost allocation formula. All partners are responsible for providing verifiable data in an acceptable reporting format to allow the terms of this agreement to be monitored on at least an annual basis. The terms of this agreement may be renegotiated at any time to insure equitable benefit is achieved by all parties. The cost allocation/resource sharing allocation may be adjusted quarterly and adjusted, as necessary.

V. SIGNATORY:

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this agreement as an official or representative of their respective partnering agency:

AGREED TO: